

James R. Dickens
MILLER NASH LLP
4400 Two Union Square
601 Union Street
Seattle WA 98101-2352
Telephone: (206) 622-8484

Hon. Ralph R. Beistline

Peter Gruenstein
GRUENSTEIN & HICKEY
Resolution Plaza
1029 W. 3rd Avenue, Suite 510
Anchorage AK 99501
Telephone: (907) 258-4338

Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

MYRNA I. JOHNSON,

Plaintiff,

v.

FRED MEYER STORES, INC., a Delaware
corporation; and JAIME SAN MIGUEL,

Defendants.

Case No. 1J-04-008-CV (RRB)

MILLER NASH LLP
ATTORNEYS AT LAW
4400 TWO UNION SQUARE
601 UNION STREET, SEATTLE WA 98101-2352
TELEPHONE (206) 622-8484

**DECLARATION OF JAMES R. DICKENS IN SUPPORT OF
DEFENDANTS' OMNIBUS MOTIONS IN LIMINE**

I, James R. Dickens, declare under oath as follows:

1. I am an attorney with Miller Nash LLP, one of the attorneys for the defendants in the above-referenced matter. I make this declaration based on my personal knowledge and the records and files herein.
2. Attached hereto as **Exhibit 1** is a true and correct copy of the Affidavit of Paz Carrillo submitted to the Alaska State Commission for Human Rights.
3. Attached hereto as **Exhibit 2** is a true and correct copy of the Affidavit of Sarah Dexter submitted to the Alaska State Commission for Human Rights.

DECLARATION OF JAMES R. DICKENS IN SUPPORT
OF DEFENDANTS' OMNIBUS MOTIONS IN LIMINE
Johnson v. Fred Meyer
Case No. 1J-04-008-CV
Page 1 of 2

SEADOCS:239716.1

MILLER NASH LLP
ATTORNEYS AT LAW
4400 TWO UNION SQUARE
601 UNION STREET, SEATTLE WA 98101-2352
TELEPHONE (206) 622-8484

4. Attached hereto as **Exhibit 3** is a true and correct copy of the Affidavit of Mary Drodgy submitted to the Alaska State Commission for Human Rights.

5. Attached hereto as **Exhibit 4** is a true and correct copy of the Affidavit of Jay Epstein submitted to the Alaska State Commission for Human Rights.

6. Attached as **Exhibit 5** is a true and correct copy of the Affidavit of Charina Fontenot submitted to the Alaska State Commission for Human Rights.

7. Attached as **Exhibit 6** is a true and correct copy of the Affidavit of Johnna Havard submitted to the Alaska State Commission for Human Rights.

8. Attached as **Exhibit 7** is a true and correct copy of the Affidavit of Mathew Laney submitted to the Alaska State Commission for Human Rights.

9. Attached as **Exhibit 8** is a true and correct copy of the Affidavit of Sallie Tenwolde submitted to the Alaska State Commission for Human Rights.

10. Attached as **Exhibit 9** is a true and correct copy of the Affidavit of Maranda Wilburn submitted to the Alaska State Commission for Human Rights.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

SIGNED at Seattle, Washington, on July 31, 2006.

s/ James R. Dickens

Certificate of Service

I hereby certify that on July 31, 2006,
A copy of the foregoing was served
electronically on:

Mark Choate
lawyers@choatelawfirm.com

s/ James R. Dickens

BEFORE THE ALASKA STATE COMMISSION OF HUMAN RIGHTS

MYRNA I. JOHNSON,

Plaintiff

vs.

FRED MEYER STORES, INC.

Defendants

ASCHR No. C-02-132

AFFIDAVIT OF PAZ CARRILLO

I, Paz Carrillo, being first duly sworn upon oath, depose and state as follows:

1. I am more than 19 years of age, and competent to testify regarding these matters, based on personal knowledge and belief.
2. My mailing address is P.O. Box 33394, Juneau, AK 99803.
3. I first began working at the Juneau store of Fred Meyer, Inc. ("Juneau Store") in 1995, as a part-time sales clerk in the apparel department.
4. I got acquainted with Myrna Johnson when I first began working at the Juneau Store because, during the time we both worked at the Juneau Store, she was one of my supervisors.
5. I saw Myrna Johnson on a regular basis at work – and I typically worked two or three times a week at the Juneau Store.
6. I worked in the apparel department until May of 2003, when I began working in the jewelry department.
7. I currently am employed by the Juneau Store and continue to work in the

Ex. 1
P. 1

1 jewelry department there.

2
3 8. During the years that I worked with Ms. Johnson at the Juneau Store, she
4 was a very hard worker, a good supervisor, a kind person, and had very
5 good communication skills.

6 9. In or about mid-March of 2002, Ms. Johnson returned from a medical
7 leave that involved taking care of her daughter.

8 10. Shortly after she returned from that leave, she informed me and other
9 members of the evening staff that Jaime San Miguel had criticized our
10 recovery the previous evening.

11 11. The term "recovery" at the Juneau Store means that the store merchandise
12 was in order at the end of the evening when the Juneau Store closed.

13 12. I had been through my area at the close of business on the preceding
14 evening, and everything was in order.

15 13. Ms. Johnson showed me a photograph of the displays in my area that she
16 had been given, which had supposedly been taken first thing in the
17 morning by San Miguel and Fred Sayre.

18 14. The photograph from San Miguel showed displays in my area that had
19 signs on the merchandise displays which were slightly askew.

20 15. After we had been told about the signs being askew, I walked through my
21 area to straighten the signs.

22 16. I thought then, and still think this now, that San Miguel's photograph
23 must have taken around 9 a.m. – in other words, after the Juneau Store
24 had been open to customers for two hours – since several areas in the
25 Apparel Section looked as if they either had been poorly recovered, or
26 early customers had been through them already.

27 17. This is the only time in my career at the Juneau Store that I can recall
28 photographs being taken of a work area.
29
30

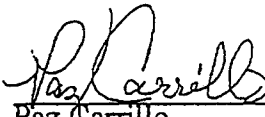
18. My reaction when I saw the photograph was that San Miguel was giving Ms. Johnson a hard time and that he was nitpicking.

19. The next day, San Miguel told her that the Levi's, Lee Jeans, and Dockers slacks should have been arranged by size, and thus felt our recovery had been unsatisfactory.

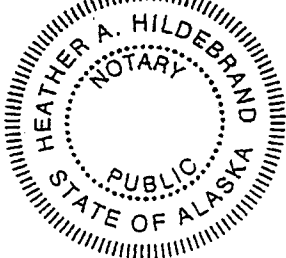
20. I was surprised to hear this criticism because I had been doing recovery in the apparel department since 1995, the area involving women's slacks and jeans was my area, and at no time had anybody ever criticized our recovery for that reason.

21. A day or two later, San Miguel told the night crew that Ms. Johnson was no longer working at the Juneau Store.

DATED this 7th day of June, 2004.


Paz Carrillo

SUBSCRIBED and SWORN TO before me this 7th day of June, 2004.



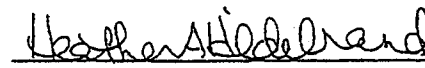

Notary Public, State of Alaska
My commission expires: 07/04/07

Exhibit H
page 12 of 18

100096

Ex 1, p 3

1 MYRNA L. JOHNSON v. FRED MEYER STORES, INC.

2 ASCHR No. C-O2-132

3 AFFIDAVIT OF SARAH DEXTER

4
5 I, Sarah Dexter, being first duly sworn upon oath, depose and state as follows:

6 1. I am more than 19 years of age, and competent to testify regarding these
7 matters, based on personal knowledge and belief.

8 2. My mailing address is P.O. Box 33004, Juneau, AK 99803.

9 3. I first joined the Juneau store of Fred Meyer, Inc. ("Juneau Store") in July of
10 1995 as a shoe clerk, which was a part-time (twenty-four hour a week) position.

11 4. Since commencing my employment with the Juneau Store, I have served as
12 the Children's Section Head and the Accessories Section Head.

13 5. Ms. Johnson became my supervisor when she was promoted to the Third
14 Assistant at the Juneau Store.

15 6. I interacted with Ms. Johnson on almost a daily basis until she was
16 terminated from the Juneau Store.

17 7. Ms. Johnson was an excellent manager. She was pleasant, dressed
18 professionally, was hardworking and had very good people skills - in fact, she was
19 excellent at motivating the employees that she supervised.

20 8. Ms. Johnson was loyal to the Juneau Store, her supervisors, and was a
21 valued employee.

22 9. When Mr. San Miguel, her supervisor, was going through a divorce a year or
23 two ago, he would cry at work and sometimes be absent from work. Myrna was very
24 helpful to him during this time and picked up his duties when he was too distraught to
25 work.

26 10. After San Miguel went through his divorce, he started asking employees to
27 find him dates. He asked me to get him dates and I know Julita Lim, another employee,
28

2228
BAXTER BRUCE BRAND P.C.
P.O. BOX 32019
JUNEAU, ALASKA 99803-2019
Telephone: (907) 269-3166
Facsimile: (907) 269-1913

Exhibit H
page 14 of 18

100098

Ex 2.0.1

1 fixed him up on some dates.

2 11. On one occasion, San Miguel saw a good-looking girl outside the stockroom
3 talking to an employee and I heard him say that "if she wants a job, I will give it to her
4 now."

5 12. San Miguel also hired a good-looking young Hispanic woman -- named
6 Angela or Angelica -- and I observed him flirting with her on a number of occasions.

7 13. San Miguel cut the hours of other employees so he could give
8 Angela/Angelica a job. In fact, Angela/Angelica was given forty hours a week to work
9 but he did not put her on the schedule as a full-time employee, probably since she was
10 working hours that had been taken away from other employees.

11 14. In January of 2002, Myrna had some problems with her daughter. I did not
12 notice any change in the quality of her work, her loyalty to the Juneau Store, or her
13 interactions with others during this time. In fact, I did not even know Myrna was having
14 serious problems with her daughter until I learned she was taking family medical leave to
15 deal with those issues, because she really managed to keep her personal problems out of
16 the workplace.

17 15. When Ms. Johnson went on leave in January, I was there when San Miguel learned
18 that Fred Meyer, Inc. was sending an employee from another store to fill-in during
19 Myrna's absence. San Miguel said, "if it is a woman, send somebody young and
20 beautiful" and "not a hag."

21 16. Johnna Havard, a young and attractive female who is about twenty-two
22 years old, was sent from another Fred Meyer store in Alaska to the Juneau Store while
23 Myrna was on leave to assist San Miguel.

24 17. Shortly before Ms. Johnson returned from leave, Johnna Havard remarked to
25 me that she thought she would take the Assistant's job and I was under the impression
26 that San Miguel had offered her that job.

27 18. I had heard from others that Johnna and San Miguel were socializing outside
28 of the office, although I have no personal knowledge of this.

1 19. On March 12, 2002, Myrna returned from her leave of absence, and I was
 2 present when San Miguel first saw her. He was with Johnna Havard; he spoke to Myrna
 3 but did not introduce her to Johnna. In fact, I thought it very odd that he was so
 4 unfriendly towards Myrna.

5 20. When I learned that Myrna had been given the night schedule on her return,
 6 I also found that unusual. Myrna previously had the daytime shift and normally, the
 7 Second Assistant (Myrna's job) would not have been given the closing shift. Instead,
 8 Ms. Havard would have been assigned to that shift

9 21. I also found it unusual that San Miguel gave Johnna the PIC phone
 10 ("person-in-charge" phone) rather than Myrna, as normally the second in command
 11 would be given the PIC phone.

12 22. Each of these actions contributed to my impression that San Miguel was
 13 trying to replace Myrna with Ms. Havard.

14 23. Shortly after Ms. Johnson returned to work from her leave of absence, I told
 15 her that Johnna was after her job, based upon what I had heard from Johnna and had
 16 observed.

17 24. On Sunday, March 17, 2002, Minerva Cortez – another employee – informed
 18 me that I was to write up anything wrong I had noticed about the previous evening's
 19 "recovery." The term "recovery" at the Juneau Store means that the store merchandise
 20 was in order when the store closed.

21 25. Ms. Cortez gave me a different Office Vision address (like an e-mail address)
 22 for San Miguel that only he could view in connection with this instruction. This was not
 23 the normal procedure, as typically a message would be sent to San Miguel and all other
 24 managers. I learned from other employees that they too had received a similar message.

25 26. I had never received a similar instruction emanating from San Miguel.
 26 although recovery is frequently an issue at the Juneau Store.

27 27. I responded to San Miguel's instruction by telling him that I felt the
 28 department I was responsible for in the Juneau Store had looked good when I had arrived

Exhibit H
 page 16 of 18

1 for the daytime shift.

2 28. After Myrna was terminated, a co-worker of mine sent several e-mails to San
3 Miguel complaining about recovery at the Juneau Store after Myrna's departure but San
4 Miguel never did anything about the recovery issues despite those e-mails.

5 29. I am aware that there were recovery issues concerning an employee named
6 Julita Lim, but she told me that she was never written up or reprimanded for doing an
7 inadequate "recovery."

8 30. I was present when Ms. Johnson returned from the meeting on March 18,
9 2002 with Fred Sayre and San Miguel in which she was written up; Ms. Johnson was
10 crying and finally went home because she was so upset.

11 31. When a co-worker learned that Myrna had been written up, she remarked
12 that San Miguel "got what he wanted" – a veiled reference to replacing Myrna with
13 Johnna.

14 32. Johnna was offered Myrna's job that same day (March 18, 2002) or the very
15 next day.

16 33. In a meeting San Miguel held with Sixta Catli and myself shortly after Myrna
17 was terminated, I questioned San Miguel about his treatment of Myrna. He claimed she
18 had "quit" and he "had no control over this" and "it was not his fault".

19 34. During my employment at the Juneau Store, I have observed that it is useless
20 to complain to Fred Sayre, the Juneau Store manager, since nothing ever happens. An
21 employee will go to Fred Sayre with a complaint, and then never hear anything more.

22 35. Since San Miguel has been the Apparel Manager, the individuals he has
23
24
25
26
27
28

BAUER BRUCE BRAND & DOUGLA

JUNEAU, ALASKA 99903-2010

Telephone (907) 780-3145
Facsimile (907) 780-1913

Exhibit H
page 17 of 18

1 hired to work for him have, in all but one instance, been young women considerably
2 younger than forty (40) years of age.

3 FURTHER your affiant sayeth naught.

4 DATED this 24 day of October, 2002.

5 Sarah Dexter
6 Sarah Dexter

7 SUBSCRIBED and SWORN TO before me this 24th day of Oct, 2002.

8 Paul J. Dempsey
9 Notary Public, State of Alaska
10 My commission expires: May 9, 2002

BAKER BRUCE BRAND & DOUGLA

P.O. BOX 32019
JUNEAU, ALASKA 99803-2019
Telephone (907) 786-3100
Facsimile (907) 786-1513

Exhibit H
page 18 of 18

Ex. 2, p. 5

BEFORE THE ALASKA STATE COMMISSION OF HUMAN RIGHTS

MYRNA I. JOHNSON,

Plaintiff

vs.

FRED MEYER STORES, INC.

Defendants

ASCHR No. C-02-132

AFFIDAVIT OF MARY DRODDY

I, Mary Droddy, being first duly sworn upon oath, depose and state as follows:

1. I am more than 19 years of age, and competent to testify regarding these matters, based on personal knowledge and belief.
2. My mailing address is 4050 Delta Drive, Juneau, AK 99801.
3. I first began working at the Juneau store of Fred Meyer, Inc. ("Juneau Store") in 1984 and have worked at the Juneau Store from time to time over the past twenty (20) years.
4. I initially worked in the groceries section of the Juneau Store, but in 1996 began to work in the apparel department, which is how I met Myrna Johnson.
5. When I worked in the apparel department, I saw Myrna Johnson on a regular basis.
6. I found Ms. Johnson to be one of the hardest working people I had ever met, considered her a good boss, and felt she had excellent interpersonal

Exhibit H
page 30 of 18

100088

Johnson v. Fred Meyer Stores, Inc.,
Affidavit of Mary Droddy

RECEIVED
HUMAN RIGHTS COMMISSION

ASCHR No. C-02-132
Page 1 of 2

Ex 310-1

1 skills.

- 2
- 3 7. I had surgery in the 2000-2001 time period, and thus was not working at the
- 4 Juneau Store at the time of Myrna's termination.
- 5 8. What I heard about the circumstances surrounding Myrna's termination
- 6 from the Juneau Store in March of 2002 came from second-hand sources
- 7 other than Ms. Johnson.
- 8 9. I was appalled to hear that the Juneau Store had terminated Ms. Johnson
- 9 since she was the best employee I had seen during my long tenure there.
- 10 10. When I heard about Myrna's termination, I was so outraged and upset that
- 11 on my own initiative, I wrote a letter to Mary Lucas, who was in charge of
- 12 Human Resources, in the Portland headquarters of Fred Meyers, Inc.
- 13 11. In my letter to Ms. Lucas, I told her what a fine worker Myrna was, what a
- 14 loss it was to the Juneau Store not to have her there.
- 15 12. I gave Ms. Lucas my phone number and even told her she could call me
- 16 collect for more information about Myrna.
- 17 13. Ms. Lucas never acknowledged my letter and she never called me.

18 DATED this 16 day of June, 2004.

19

20

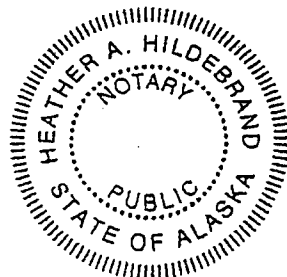
21

22 Mary Droddy

23 Mary Droddy

24

25 SUBSCRIBED and SWORN TO before me this 16th day of ~~May~~ ^{June}, 2004.



31 Heather A. Hildebrand

32 Notary Public, State of Alaska

33 My commission expires: 07/04/07

34 Exhibit H

35 page 5 of 18

100089

BEFORE THE ALASKA STATE COMMISSION OF HUMAN RIGHTS

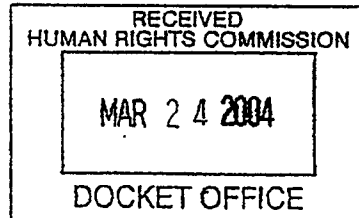
MYRNA I. JOHNSON,

Plaintiff

vs.

FRED MEYER STORES, INC.

Defendants



ASCHR No. C-02-132

AFFIDAVIT OF JAY EPSTEIN

I, Jay Epstein, being first duly sworn upon oath, depose and state as follows:

1. I am older than nineteen (19) years of age, and competent to testify regarding these matters, based on personal knowledge and belief.
2. My mailing address is 4436 Glacier Highway, Juneau, AK 99801.
3. I first began working for Fred Meyer Stores, Inc. in the Seattle, Washington area in 1998 as a Loss Prevention Specialist.
4. I moved to Juneau, Alaska in March of 1990 and at that time assumed the position of Loss Prevention Specialist in the Juneau, Alaska store of Fred Meyer Stores, Inc. ("Juneau Store").
5. In or about early 1991, I was promoted to the position of Loss Prevention Manager in the Juneau Store. I was assigned to the Aurora Store (a Fred Meyer Stores, Inc. store in North Seattle, Washington) in 1992. I returned to Juneau

Exhibit 11
page 1 of 12

Ex-4, p. 1

1 Store as the Loss Prevention Manager in March of 1993 and held that position
2 until January of 2003.
3

4 6. I currently am employed by the State of Alaska in Juneau, Alaska.

5 7. During 2002, several female employees at the Juneau Store came to me and
6 complained that Jaime San Miguel was showing favoritism towards young,
7 attractive female employees who worked in the Juneau Store.
8

9 8. I had the opportunity to observe Myrna Johnson on a regular basis during the
10 years I worked in the Juneau Store and noted that she was a hard worker.
11

12 9. Around the time of Ms. Johnson's termination, I learned that she had been
13 asked to go to Fred Sayre's office and that Sayre and San Miguel had met with
14 her there.
15

16 10. Both Sayre and San Miguel are large, burly men and Ms. Johnson is a petite,
17 soft spoken woman. The office she was taken into had a locked door.
18

19 11. I had serious concerns over how the meeting with Ms. Johnson was handled
20 because I felt that Ms. Johnson would have been very intimidated being in that
21 office with two large men and that she would have felt threatened in that
22 situation.
23

24 12. When I had held similar meetings with a female employee, I had always been
25 very careful to have another female employee present so that I would not be
26 accused of intimidation.
27
28
29
30

BAXTER BRUCE & SULLIVAN P.C.
P.O. Box 32819, Juneau Alaska 99803
Ph: (907) 789-3166
Fax: (907) 789-1913

Exhibit H
page 2 of 18

100086

EX-4, P. 2

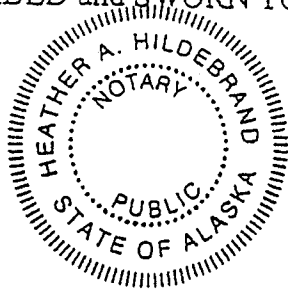
1 13. I learned from others at the Juneau Store that Ms. Johnson had emerged from
2 that meeting crying; shortly afterwards, I heard that she had been terminated
3 from her position at the Juneau Store.
4

5
6
7 FURTHER your affiant sayeth naught.

8 DATED this 17 day of March, 2004.
9

10 
11 Jay Epstein
12

13 SUBSCRIBED and SWORN TO before me this 17th day of March, 2004.
14



20 Heather A. Hildebrand
21 Notary Public, State of Alaska
22 My commission expires:
23
24
25
26
27
28
29
30

BAXTER BRUCE & SULLIVAN P.
P.O. Box 32819, Juneau Alaska 99803
Ph: (907) 789-3166
Fax: (907) 789-1913

100087

Exhibit H
page 3 of 18

BEFORE THE ALASKA STATE COMMISSION OF HUMAN RIGHTS

MYRNA I. JOHNSON,

Plaintiff

vs.

FRED MEYER STORES, INC.

Defendants

ASCHR No. C-02-132

AFFIDAVIT OF CHARINA FONTENOT

I, Charina Fontenot, being first duly sworn upon oath, depose and state as follows:

1. I am more than 19 years of age, and competent to testify regarding these matters, based on personal knowledge and belief.
2. My mailing address is 4450 Julep Street, Juneau, AK 99801.
3. I first began working at the Juneau store of Fred Meyer, Inc. ("Juneau Store") in 1998 as a sales clerk in the cosmetics department.
4. I got acquainted with Myrna Johnson in 1998, when I first began working in at the Juneau Store and she was one of my bosses during the time we both worked at the Juneau Store.
5. I saw Myrna Johnson at work on a regular basis from 1998 until February of 2002, when Ms. Johnson went on leave due to some problems with her daughter.
6. Sometime in the fall of 2001, Jaime San Miguel announced that I would be

300036

Ex-5, p. 1

1 a relief Assistant (sometimes called the "Second Assistant") and Myrna
2 began training me for that job.

3
4 7. I was out of work for several weeks in March of 2002 due to a back injury
5 and I did not return to the Juneau Store until March 19, 2002.

6 8. When I returned to work on March 19, 2002, I learned that Ms. Johnson
7 was no longer working at the Juneau Store.

8 9. At the time I returned to work, there was a display of baby furniture on a
9 platform, or deck, in the Juneau Store.

10 10. Jaime San Miguel, on March 19, 2002, told me to mark down the furniture
11 that had been assembled for that display and I was also told to remove the
12 rest of the items into a store room, which I did.

13
14 11. I later learned that Ms. Johnson had been instructed by San Miguel earlier
15 that same week to assemble the furniture and to put together that display.

16 12. This was a time-consuming task that normally would not have been
17 assigned to Ms. Johnson as it would have been very difficult for Ms.
18 Johnson to complete this Baby Furniture display while still fulfilling her
19 other managerial responsibilities.

20
21 13. It made no sense to me that San Miguel had asked Johnson to assemble this
22 display only several days before he told me to remove this same display
23 and to mark down and sell off the furniture that had been assembled by Ms.
24 Johnson.

25 14. Ms. Johnson was a hard worker, a good boss, and she was respected by
26 other employees in the Juneau Store.

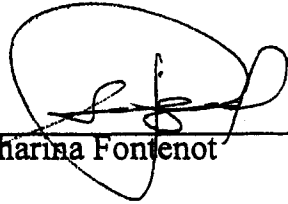
27 15. During the entire time that I worked with Myrna, she always behaved in a
28
29
30

300037

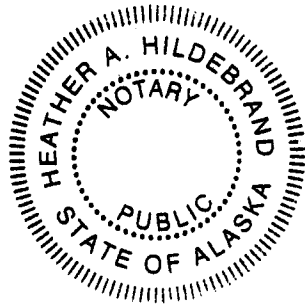
EX-5, p-2

1 professional manner.

2 DATED this 8 day of June, 2004.

3
4
5
6 
Charina Fontenot

7
8 SUBSCRIBED and SWORN TO before me this 8th day of June, 2004.



31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
21

MYRNA L. JOHNSON v. FRED MEYER STORES, INC.

ASCHR No. C-02-132

AFFIDAVIT OF JOHNNA HAVARD

I, Johnna Havard, being first duly sworn upon oath, depose and state as follows:

1. I am twenty-five (25) years of age, and competent to testify regarding these matters, based on personal knowledge and belief.
2. My mailing address is 3330 Nowell Ave., # 5, Juneau, Alaska 99801.
3. I first began working for Fred Meyer, Inc. ("Company") in its Fairbanks, Alaska store on September 2, 1999, as the "Fourth-in-Charge," a management position.
4. During the five years I have been employed by the Company, I have also worked at the Company's stores in Wasilla, Alaska ("Wasilla Store") and in Juneau, Alaska ("Juneau Store").
5. I received several promotions at the Company and, in January of 2002, was working as the Second Assistant in the Wasilla Store. This position is sometimes also called the "Relief Assistant."
6. In February of 2002, I learned from Dennis Afflect, the District Manager for the Company, that there was a temporary First Assistant position open at the Juneau Store.

Ex-6, p. 1

7. Dennis Afflect recommended that I take the temporary First Assistant position at the Juneau Store in order to get more managerial experience and I agreed to do that.

8. I began working at the Juneau Store on March 1, 2002, as the temporary First Assistant. After I began working at the Juneau Store, I learned that I was replacing Myrna Johnson, who was on a leave of absence.

9. Throughout my time as a temporary First Assistant at the Juneau Store, I was supervised by Jaime San Miguel ("San Miguel"), a Hispanic male who appears to be in his thirties.

10. I enjoyed living and working in Juneau, Alaska and during the month that I was in this temporary position, I mentioned to San Miguel that I would be willing to move to Juneau if the First Assistant position ever became available.

11. Myrna Johnson returned from her leave of absence in mid-March of 2002. Upon her return, we were both working at the Juneau Store for approximately one week prior to my scheduled return to the Wasilla Store. During that time, I was working the day shift while Myrna was on the evening shift.

12. On or about March 18, 2002, San Miguel informed me that Myrna Johnson was no longer working at the Juneau Store and told me that her job was being posted. Both San Miguel and Fred Sayre, the Juneau Store Manager, encouraged me to apply for her position.

Ex. 6, p. 2

13. I returned to the Wasilla Store in late March as had previously been scheduled, but did apply for the First Assistant opening at the Juneau Store.

14. I was offered the First Assistant position at the Juneau Store, relocated to Juneau, and began my new job there on April 17, 2002.

15. While I was working as the temporary First Assistant at the Juneau Store, it was obvious from my conversations with other employees that Myrna was well-liked by her co-workers, that her subordinates thought highly of her, and that she was a hard worker.

16. Several employees told me that Myrna Johnson had been pushed out of the job so that San Miguel could hire me and I was told that San Miguel had written her up shortly before her job was posted as being vacant.

17. I was also told by two female employees that San Miguel had said that he wanted to replace Myrna Johnson with a younger and more beautiful employee. I was not surprised by this comment as I had personally observed that San Miguel favored younger female employees in comparison to his treatment of older women who worked at the Juneau Store.

18. I subsequently learned that one of the things that Myrna was being written up for was the completion of a plan-o-gram (also called a schematic) in the baby furniture department. I was very surprised to hear this, since Minerva Cortez – not Myrna Johnson – was responsible for that task. In fact, the plan-o-gram remained unfinished long after

Ex. 6, p. 3

Ms. Johnson was no longer employed by the Store and, to the best of my knowledge, Ms. Cortez was never reprimanded for her failure to complete this task.

19. After I returned to the Juneau Store to be the First Assistant, San Miguel on one occasion invited me to come over to his house and do some Latin dancing with him. I considered this invitation to be inappropriate.

20. I also noticed that San Miguel behaved in a very flirtatious manner – and in my view, an inappropriate manner – with Felicia Kohnen, who was a “KSP” in the Juneau Store. A KSP is employed in a human resources function. I also could not help but notice that San Miguel would eye attractive women who walked by him in the Juneau Store.

21. It also became obvious to me that San Miguel preferred Hispanic employees over Asian employees. For example, complaints about Minerva Cortez abounded in the Juneau Store, yet San Miguel did nothing to address those complaints.

22. On Myrna’s last day in the Juneau Store, I saw her crying in the stock room and observed that she was very upset.

23. After Myrna’s last day at work, San Miguel remarked that Myrna “was not doing her job.” However, he did not elaborate on that statement.

24. San Miguel repeatedly asked me to fix him up with dates or with “hot women,” a request that I found to be inappropriate.

25. Sometime in the spring of 2002, after I had assumed the position of First Assistant for the Juneau Store, Myrna was in the Juneau Store working on servicing the

EX-6, P-4

Foster Grant exhibit since she was a vendor for them. San Miguel instructed me to inform Myrna that she was not to service the account unless he was present in the Juneau Store.

26. I had previously been a vendor for an outside account that sold merchandise in one of the Company's stores so I knew that there was no such requirement. Thus, I found it very odd that San Miguel would impose this unusual requirement on Ms. Johnson but I delivered his message to Ms. Johnson since he had instructed me to do so.

27. I do not recall seeing Ms. Johnson servicing that account after that time.

28. San Miguel remained my supervisor until April of 2003. However, our working relationship began to deteriorate seriously after I got engaged to a co-worker in the summer of 2002.

29. San Miguel began to criticize my work after I got engaged. I felt San Miguel's criticism of my work after my engagement was utterly unfounded as the quality and quantity of my work had not changed. I personally believe that jealousy – not my work performance – prompted his actions.

30. After my engagement, San Miguel also scheduled me on the less favorable evening shift and would give me a long list of things that needed to be done which could not possibly be completed during my shift.

31. San Miguel would then criticize me for not completing all the items on his long list. On one occasion he told me that I needed to work until 2 a.m. to finish the tasks assigned to me. I would note that even when San Miguel placed me on the less desirable evening shift, my working hours were supposed to be over at 11 p.m.

Ex. 4, p. 5

32. By late fall of 2002, I was sure that San Miguel was trying to push me out of my job. He even blamed me for incidents that happened on my days off from work.

33. I complained about San Miguel's conduct to Dennis Afflect, the District Manager for the Company, in or about November of 2002 but my complaints were ignored.

34. In December of 2002, San Miguel and Fred Sayre gave me a written warning for "leaving when the job was not completed" when I left work at approximately 6:00 a.m. on Thanksgiving Day. I refused to sign that written warning because I felt that it was not warranted.

35. Although I complained about the change in San Miguel's treatment of me to Fred Sayre, these two men socialize outside of the office and my complaints were "swept under the rug."

36. When I mentioned to another Fred Meyer, Inc. employee in early 2003 that I would like to work in the corporate office for the Company, San Miguel overheard my statement and said that I "was not going anywhere."

37. After I complained about San Miguel's conduct, he placed me on the graveyard shift which ran from 10 a.m. to 7:30 p.m., although the First Assistant is normally not scheduled for this shift.

38. San Miguel's harassment and retaliation of me began to take a toll on my health and I was rushed to the hospital with chest pains in December of 2002.

39. I eventually contacted Jim Hill (Operations Manager for the Company in the Company's corporate office), Ken Haverkost (Fred Sayre's supervisor), and Mary Lucas,

EX-6, P. 6

who was in charge of Human Resources at the corporate offices of the Company, through e-mail in order to complain about the treatment I had been experiencing since my engagement.

40. Neither Jim Hill nor Ken Haverkost responded to my e-mail. Instead, Haverkost forwarded my e-mail to Fred Sayre.

41. After Sayre received this forwarded e-mail, he informed me that he did not appreciate my going over his head with my complaints. However, the reason why I felt forced to go above Fred Sayre with my concerns was because he had ignored my previous complaints about San Miguel.

42. Ms. Lucas, however, did respond to my e-mail and I informed Ms. Lucas that San Miguel had issues with women and that I felt there was a pattern in his treatment of various women -- including myself and Ms. Johnson.

43. Clearly, the Company did not take my complaints seriously since San Miguel has since been promoted to be second-in-command of the entire Juneau Store.

44. Eventually, in April of 2003, I took a position at the Juneau Store that paid approximately \$5.00 less an hour than the First Assistant position so that I would no longer be under San Miguel's direct supervision.

45. I feel San Miguel's actions towards me after my engagement forced me out of my management job and that his conduct has harmed my chances for further promotion within the Company.

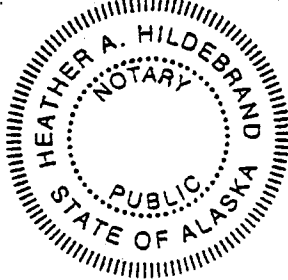
Ex. 4, p. 7

FURTHER your affiant sayeth naught.

DATED this ____ day of February 2004.

Johnna C. Havard 2-12-04
Johnna Havard

SUBSCRIBED and SWORN TO before me this 12th day of February 2004.



Heather A. Hildebrand
Notary Public, State of Alaska
My commission expires: 7/4/07

Ex. 6, p. 8

BEFORE THE ALASKA STATE COMMISSION OF HUMAN RIGHTS

MYRNA I. JOHNSON,

Plaintiff

vs.

FRED MEYER STORES, INC.

Defendants

ASCHR No. C-02-132

AFFIDAVIT OF MATHEW LANEY

I, Mathew Laney, being first duly sworn upon oath, depose and state as follows:

1. I am more than 19 years of age, and competent to testify regarding these matters, based on personal knowledge and belief.
2. My mailing address is 821 9th Ave., # 202, Seattle, WA 98104.
3. I first began working at Fred Meyers, Inc. ("Company") in Oregon on a part-time basis when I was in school.
4. I began working full-time at the Company in 1989 as a sales clerk and shortly thereafter entered the Company's management training program.
5. From 1989 until 1994, I worked in five different Company stores in Oregon and was an Assistant Manager.
6. In 1994, I was transferred to the Apparel and Leisure Department of the Company's store in Juneau, Alaska ("Juneau Store").
7. When I began managing the Apparel and Leisure Department at the Juneau Store in 1995, Ms. Johnson was working in the shoe department, which was

RECEIVED

Johnson v. Fred Meyer Stores, Inc.,

100110

ASCHR No. C-02-132

Ex. 7, p. 1

1 under my supervision, and I had contact with her on a daily basis.

2
3 8. Ms. Johnson later took a job with the State of Alaska for a brief period of
4 time, but she continued to work part-time at the Juneau Store until 1996, so
5 I still saw her at work from time to time even while she worked for the
6 State.

7 9. In 1996, I was involved in a project to strengthen the management team at
8 the Juneau Store and I immediately recruited Ms. Johnson to be part of the
9 management team.

10 10. When Ms. Johnson returned to the Juneau Store on a full-time basis in 1996
11 as part of management, I saw her on a daily basis and was her supervisor.

12
13 11. Ms. Johnson, throughout my association with her at the Juneau Store, was
14 very professional in appearance, was extremely hardworking, had an
15 exemplary work ethic, was an excellent supervisor who had outstanding
16 people skills, and was an employee who needed little supervision.

17 12. I found Ms. Johnson to be an excellent employee who was exceptional on a
18 number of different levels: she led by example, was devoted to her job,
19 was well-balanced, inspired employees, and was well-respected by co-
20 workers and management.

21
22 13. Myrna Johnson also completed her work in a timely manner and there was
23 no need to supervise her or follow up with her as she always outworked her
24 project list.

25 14. I also supervised Jaime San Miguel during much of this same time period.

26
27 15. By contrast, I viewed San Miguel as a bit of a problem, since he caused
28 more work than he produced, needed substantial improvement in his people
29 skills, and was the source of a number of complaints from co-workers and
30 subordinates who worked under him.

16. Among the complaints I received about him were complaints from at least

1 two older female employees who related to me that he had said to them: "if
2 I could, I'd get rid of you and just hire cute ones."
3

4 17. Jaime San Miguel also remarked on a number of occasions that he was
5 interested in dating Kaylana Haase, a female co-worker of his at the Juneau
6 Store, and I did notice that good-looking young women at the Juneau Store
7 captured his attention.

8 18. While San Miguel worked for me, he had a number of family and personal
9 problems and I gave him time off from work because of these problems,
10 including a month's leave in one instance.

11 19. From time to time, San Miguel left before his shift was over because he
12 was upset or didn't feel well and, on occasions, Ms. Johnson also left a few
13 times before her shift was finished due to extenuating circumstances.

14 20. I resigned from the Juneau Store in 2000, and then began focusing my
15 attention on an interior decorating business that I had started while
16 employed at the Juneau Store.

17 21. San Miguel was promoted into my position after I resigned.

18 22. I received a phone call from Ms. Johnson shortly after her termination from
19 the Company in March of 2002, which is how I learned that she was no
20 longer at the Juneau Store.

21 23. During this phone call, Ms. Johnson told me that upon her return from
22 leave, San Miguel had given her pages and pages of things that needed to
23 get done in one night on a "Tour of Duty" list. Such lists were normally
24 one-page in length or two pages at the most.

25 24. When I heard Ms. Johnson's account of the events, it sounded as though
26 San Miguel was demanding that Ms. Johnson perform an unreasonable
27 number of tasks in a totally unreasonable time frame.

28 25. Knowing San Miguel, I suspect he was very resentful that Ms. Johnson had
29
30

Ex 7,
p 3

1 taken a leave of absence to deal with the health issues of her daughter.

2 26. I asked Ms. Johnson whether she had spoken to Fred Sayre about what had
3 happened and she said that she did, but he had done nothing.

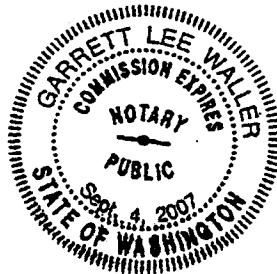
4 27. I was not surprised at Sayre's conduct since when he was faced with a
5 problem, he tended to ignore it.

6 28. Since the Juneau Store was the only large retailer in town after K-Mart
7 closed, I was not surprised to learn that Ms. Johnson had been forced to
8 leave Juneau, Alaska after she was terminated by the Juneau Store.
9

10 DATED this 9th day of June, 2004.

11
12
13
14
15 Mathew Laney

16 SUBSCRIBED and SWORN TO before me this 9th day of June, 2004.



29
30 Notary Public, State of Washington
My commission expires: 9/4/07

BEFORE THE ALASKA STATE COMMISSION OF HUMAN RIGHTS

MYRNA I. JOHNSON,

Plaintiff

vs.

FRED MEYER STORES, INC.

Defendants

ASCHR No. C-02-132

AFFIDAVIT OF SALLIE TENWOLDE

I, Sallie Tenwolde, being first duly sworn upon oath, depose and state as follows:

1. I am more than 19 years of age, and competent to testify regarding these matters, based on personal knowledge and belief.
2. My mailing address is 28890 Lilac Road (# 147), Valley Center, California.
3. I first began working at the Juneau store of Fred Meyer, Inc. ("Juneau Store") in 1984 as part of the opening crew for that store but left that job when I moved later that year to California.
4. I returned to Juneau and began working as a salesperson in the apparel department of the Juneau Store in April of 1996 and held that position until I returned to California in December of 1996.
5. While I worked in the apparel department, Myrna Johnson was my supervisor as she was the closing PIC (person-in-charge) at the Juneau Store.

Exhibit H
page 6 of 18

100090

Ex. 8, p. 1

- 1 6. I returned to Juneau, Alaska in 1997 and again worked at the Juneau Store.
2 However, this time I was employed as a Visual Display Specialist and was
3 supervised by Matthew Laney.
4
- 5 7. Mr. Laney also supervised Ms. Johnson at that time.
- 6 8. In January of 1998, I returned to California but came back to Juneau in
7 April of 1998 and worked at the Juneau Store again as a Visual Display
8 Specialist under Mr. Laney's supervision.
- 9 9. In September of 1998, I left Juneau and returned to California and did not
10 return to Juneau until May of 2000.
- 11 10. After I returned to Juneau in May of 2000, I went back to work at the
12 Juneau Store as a Visual Display Specialist until I returned to California in
13 August of 2000.
14
- 15 11. When I returned to Juneau in 2002, I subsequently took a job at the Juneau
16 Store again but this time I worked in the mail order department under the
17 supervision of Drew Norman.
- 18 12. Jaime San Miguel had replaced Mr. Laney by the time I returned to Juneau
19 in 2002 and I did not want to work under Mr. San Miguel.
- 20 13. I had had ample opportunity to observe San Miguel's work habits and
21 conduct when I worked at the Juneau Store in previous years. I had
22 complained about his poor work ethic to Matthew Laney on one occasion
23 and I personally viewed San Miguel as lazy and unreliable.
- 24 14. In my dealings with San Miguel, I had noticed that he often left work early
25 to play baseball or to pick up his son and had observed that he failed to
26 follow through on things and then blamed others if the work was not
27 completed.
28
- 29 15. I felt San Miguel "played favorites" and did not treat all the employees
30 working for him fairly or even-handedly.

- 1 16. I quit my job at the Juneau Store when I returned to California two months
2 later and have not been back to Juneau, Alaska since September of 2002.
3
4 17. I saw Ms. Johnson at work on a regular basis during the times when we
5 were both employed by the Juneau Store.
6
7 18. Throughout my dealings with her, I was very impressed by her
8 professionalism and work ethic.
9
10 19. Myrna Johnson was an incredibly hard worker and sometimes even covered
11 for San Miguel by doing his job when he left work early to play baseball or
12 to attend to other personal matters.
13
14 20. I considered Ms. Johnson to be a role model for me and other workers at
15 the Juneau Store because of her work ethic and loyalty to the Juneau Store
16 and its management.
17
18 21. I felt that San Miguel was part of the "boys' network" as he was a drinking
19 buddy and played baseball with Fred Sayre's predecessor and there was a
20 "macho" tone to his dealings and those of other males in management at the
21 Juneau Store.
22
23 22. After I returned to Juneau in 2002, I ran into Ms. Johnson and she was
24 sobbing when she told me that she had been terminated. I had previously
25 heard that Ms. Johnson was no longer working at the Juneau Store.
26
27 23. I was shocked that the Juneau Store would terminate such a hardworking,
28 competent, and professional employee like Ms. Johnson while the poor
29 work ethic of San Miguel was overlooked.
30
24. In fact, I was so appalled by Ms. Johnson's termination that I wrote a letter
to Mary Lucas - the head of human resources at the Portland, Oregon
headquarters of Fred Meyer Stores, Inc. - telling her how wonderful an
employee Myrna was.
25. In my letter to Ms. Lucas, I told her to contact me about Myrna Johnson. I

1 never heard back from Ms. Lucas even though I gave her a fax and phone
2 number where I could be reached.
3

4
5 FURTHER your affiant sayeth naught.

6 DATED this 13 day of April, 2004.
7

8 State of California }
9 County of San Diego } SS.

Sallie Tenwolde
Sallie Tenwolde

10
11 SUBSCRIBED and SWORN TO before me this 13th day of April, 2004.
12

13
14 Daniel W. Sundquist

15 Notary Public, State of California
16 My commission expires:

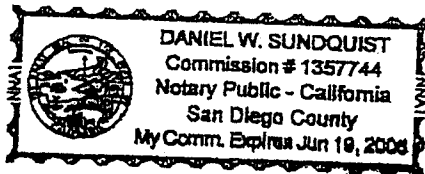


Exhibit H
page 9 of 18

Ex. 8 p 4

MYRNA L. JOHNSON v. FRED MEYER STORES, INC.

ASCHR No. C-02-132

AFFIDAVIT OF MARANDA WILBURN

I, Maranda Wilburn, being first duly sworn upon oath, depose and state as follows:

1. I am more than 19 years of age, and competent to testify regarding these matters, based on personal knowledge and belief.
2. My mailing address is 5370 Commercial Boulevard, Juneau, AK 99801.
3. I first joined the Juneau store of Fred Meyer, Inc. ("Juneau Store") in 1998 as a part-time Garden Center cashier. Several months later, I was promoted to the Ready-to-Wear section head, which was a full-time position, and continued to be employed in this position until 2000.
4. In 2001, I returned to the Apparel Department of the Juneau Store as a part-time clerk. Within a few months, my duties were changed to that of a "Merchandising and Display Specialist" in Apparel Department and I continued to work on a part-time schedule. After returning to the Juneau Store, I typically worked two to three days each week.
5. In May of 2003, I resigned from Fred Meyer, Inc., after San Miguel falsely accused me of not completing my work. That false accusation arose because I had complained to him about his conduct towards me in front of Fred Sayre the preceding day.
6. I first became acquainted with Ms. Johnson when I joined the Juneau Store and she was one of my supervisors at the Juneau Store, both when I was a full-time employee and after I became a part-time employee.
7. I continued to have contact with Ms. Johnson on a regular basis until the time that her employment was terminated.

Ex. 9, p. 1

8. Throughout my professional association with Ms. Johnson, I found her to be hardworking and very professional. Myrna had good relations with her co-workers and subordinates and was excellent at training the employees who worked under her supervision.
9. I first learned that Ms. Johnson had been terminated from the Juneau Store when Mr. San Miguel, her supervisor, called a meeting on or about March 18, 2002, and stated that Myrna was not going to be working at the Juneau Store anymore because she had "acted unprofessionally."
10. Mr. San Miguel's explanation for Myrna's termination was that she had not done a "good recovery" one night and was not doing her job as a manager.
11. A "good recovery" in short means that everything was put away in the proper spot when the Juneau Store closed. Quite frankly, I considered this reason for Myrna's termination to be laughable since no other Assistant Manager or Person in Charge before or since, to the best of my knowledge, has ever been terminated for this reason.
12. Myrna had been at the Juneau Store for years and was a hard-working and respected employee. In addition, when Mr. San Miguel was going through a divorce a year or so earlier, Ms. Johnson had picked up many of the duties of his job since he would leave work early or go in the back of the Store and cry.
13. At no time had I ever heard anybody complain about the recovery when Myrna was in charge. Consequently, San Miguel's reason for Myrna's termination just made no sense to those of us who had worked at the Store or who had worked with Myrna.
14. After I heard Mr. San Miguel's explanation for terminating Myrna, I recalled various things that I had heard or seen that ultimately led me to conclude that San Miguel had pushed Myrna out of her job in order to replace her with a

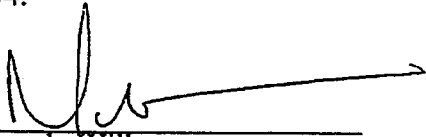
Ex. 9, p. 2

younger and attractive female employee.

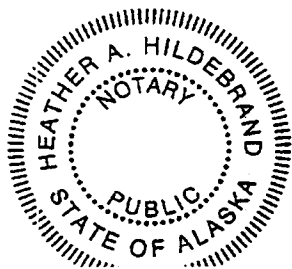
15. Ms. Havard, who is in her twenties, had been brought to the Juneau Store from another Fred Myers, Inc. store in Alaska while Myrna Johnson was on leave attending to some medical problems related to her teen-age daughter.
16. While Ms. Johnson was still on her leave, I got the distinct impression that Johnna wanted to transfer to the Juneau Store from my dealings with her.
17. Shortly before Ms. Johnson returned from her leave of absence, Ms. Havard remarked to me that Mr. San Miguel was offering her an Assistant's position.
18. After San Miguel terminated Myrna, Johnna Havard was hired almost immediately.
19. Havard's comments to me about being offered the Assistant's job while Myrna was on leave coupled with the flimsy reason San Miguel gave for terminating Myrna and Myrna's excellent performance and dependability during the years I worked with her made it obvious to me and other employees at the Juneau Store that San Miguel fired Myrna so he could give Ms. Havard her job.
20. I have also noticed that San Miguel tends to show favoritism to young, attractive female employees.


FURTHER your affiant sayeth naught.

DATED this 20th day of February, 2004.


Maranda Wilburn

SUBSCRIBED and SWORN TO before me this 20th day of February, 2004.




Notary Public, State of Alaska
My commission expires: 7/4/07

Ex. 9. P. 3